

Electronically Received 03/02/2026 07:05 PM

1 Arrash T. Fattahi (SBN 333676)  
arrash.fattahi@wilshirelawfirm.com  
2 Arman A. Salehi (SBN 351112)  
arman.salehi@wilshirelawfirm.com  
3 **WILSHIRE LAW FIRM, PLC**  
660 S. Figueroa Street, Sky Lobby  
4 Los Angeles, California 90017  
Telephone: (213) 381-9988  
5 Facsimile: (213) 381-9989

6 *Attorneys for Plaintiffs*

7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
8 **FOR THE COUNTY OF LOS ANGELES**

9 FERNANDO ALBERTO ACEVEDO,  
10 ANTHONY GUZMAN, FERNANDO  
11 HIPOLITO, and VANESSA OLMOS-CORTES,  
individually, on behalf of all others similarly  
12 situated, and on behalf of the State of California  
and other aggrieved persons,

13 *Plaintiffs,*

14 vs.

15 CROCS RETAIL, LLC, a limited liability  
company; and DOES 1 through 10, inclusive,

16 *Defendants.*

**FILED**  
Superior Court of California  
County of Los Angeles  
**03/06/2026**  
David W. Slayton, Executive Officer / Clerk of Court  
By:                     P. Herrera                     Deputy

Case No. 23STCV15354

**CLASS & REPRESENTATIVE ACTION**

[Assigned for all purposes to: Hon. Elihu M. Berle, Department 6]

**[PROPOSED] AMENDED JUDGMENT AND ORDER GRANTING PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

**FINAL APPROVAL HEARING**  
Date: February 19, 2026  
Time: 9:00 a.m.

1 On March 14, 2025, this Court granted Plaintiffs’ Motion for Preliminary Approval of Class  
2 Action Settlement. Plaintiffs Fernando Alberto Acevedo, Anthony Guzman, Fernando Hipolito, and  
3 Vanessa Olmos-Cortes (collectively, “Plaintiffs”) now seek an order granting final approval of the  
4 Amended Class and PAGA Settlement Agreement (“Settlement” or “Settlement Agreement”),  
5 attached to the Declaration of Arrash T. Fattahi in Support of Plaintiffs’ Motion for Final Approval  
6 of Class Action Settlement as **Exhibit 1**.

7 Due and adequate notice having been given to the Class, and the Court having reviewed and  
8 considered the Settlement, Plaintiffs’ Notice of Motion and Motion for Final Approval of Class  
9 Action Settlement, the supporting declarations and exhibits thereto, all papers filed and proceedings  
10 had herein, and the absence of any written objections received regarding the proposed settlement,  
11 and having reviewed the record in this action, and good cause appearing therefor,

12 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

13 1. The Court, for purposes of this Order, adopts all defined terms as set forth in the  
14 Settlement filed in this case.

15 2. The Court has jurisdiction over all claims asserted in the Action, Plaintiffs, the  
16 Settlement Class Members, and Defendant Crocs Retail, LLC (“Defendant” and together with  
17 Plaintiffs, the “Parties”).

18 3. The Court finds on a final basis that the Settlement Agreement appears to be fair,  
19 adequate, and reasonable and therefore meets the requirements for final approval. The Court  
20 grants final approval of the Settlement and the Settlement Class based upon the terms set forth  
21 in the Settlement Agreement between Plaintiffs and Defendant, attached to the Declaration of  
22 Arrash T. Fattahi in Support of Plaintiffs’ Motion for Final Approval of Class Action Settlement  
23 as **Exhibit 1**.

24 4. The Court finds that the Settlement appears to have been made and entered into in good  
25 faith and hereby approves the settlement subject to the limitations on the requested fees and  
26 enhancement as set forth below.

1           5.       Plaintiffs and all Participating Class Members shall have, by operation of this Final  
2 Order and Judgment, fully, finally, and forever released, relinquished, and discharged Defendant and  
3 the Released Parties from all Released Class Claims as defined and outlined in the Settlement.

4           6.       Upon Defendant’s full funding of the Gross Settlement Amount, all Participating Class  
5 Members waive, release, discharge, and promise never to assert in any forum or otherwise make a  
6 claim against any of the Released Parties for any of the Released Class Claims arising during the Class  
7 Period as defined and outlined in the Settlement.

8           7.       The Parties shall bear their own respective attorneys’ fees and costs, except as otherwise  
9 provided for in the Settlement and approved by the Court.

10          8.       Solely for purposes of effectuating the settlement, the Court finally certified the  
11 following Class: all persons employed as hourly, non-exempt employees by Crocs in California during  
12 the Class Period.

13          9.       The Class Period means the period from January 3, 2019 through December 31, 2024.

14          10.      The PAGA Period means the period from February 14, 2023 through December 31,  
15 2024.

16          11.      No Class Members have objected to the terms of the Settlement.

17          12.      Seven (7) Class Members have requested to be excluded from the Settlement,  
18 specifically, Anaiya Simpson, Laila Gabourel, Catherine Atilano, Shontece Loyd, Crystal France  
19 Calupe, Sulemma Gonzalez, Ricardo Ramriez.

20          13.      The Notice provided to the Class conforms with the requirements of California Rules  
21 of Court, Rules 3.766 and 3.769, and constitutes the best notice practicable under the circumstances,  
22 by providing individual notice to all Class Members who could be identified through reasonable effort,  
23 and by providing due and adequate notice of the proceedings and of the matters set forth therein to  
24 the Class Members. The Notice fully satisfies the requirements of due process.

25          14.      The Court finds the Gross Settlement Amount, the Net Settlement Amount, and the  
26 methodology used to calculate and pay each Participating Class Member’s Individual Settlement  
27 Payments are fair and reasonable and authorizes the Settlement Administrator to pay the Individual  
28

1 Settlement Payments to the Participating Class Members in accordance with the terms of the  
2 Settlement.

3 15. Defendant shall pay a total of \$1,000,000.00 plus all employer-side taxes, as defined in  
4 the Settlement to resolve this litigation.

5 16. From the Gross Settlement Amount, \$30,000.00 shall be paid to Plaintiffs (\$7,500.00  
6 each) for services rendered as the class representatives and their agreement to generally release all claims.

7 17. From the Gross Settlement Amount, \$19,750.00 shall be paid to the Settlement  
8 Administrator, CPT Group, Inc.

9 18. The Court hereby confirms Arrash T. Fattahi and Arman A. Salehi of Wilshire Law Firm,  
10 PLC as Class Counsel.

11 19. From the Gross Settlement Amount, Class Counsel is awarded \$333,333.33 for their  
12 reasonable attorneys' fees and \$ 25,686.16 for their reasonable costs incurred in the Action. The fees  
13 and costs shall be distributed to Class Counsel as set forth in the Settlement. The Court finds that the fees  
14 are reasonable in light of the benefit provided to the Class.

15 20. Upon completion of administration of the Settlement, the parties will file a joint status  
16 report and a declaration from the Settlement Administrator, which shall be filed with the Court no  
17 later than November 16, 2026 and the Order to Show Cause Re: Compliance with Terms of the  
18 Settlement is set for **November 25, 2026 at 8:30 a.m.**

19 21. Without affecting the finality of this Order in any way, this Court retains continuing  
20 jurisdiction over the implementation, interpretation, and enforcement of the Settlement with respect to all  
21 Parties to this action, and their counsel of record.

22 22. Plaintiffs' Motion for Final Approval of Class Action Settlement is hereby granted and the  
23 Court directs that judgment shall be entered in accordance with the terms of this Order.

24 **IT IS SO ORDERED.**

25 DATE: 03/06/2026



**Elihu M. Berle**

Elihu M. Berle / Judge

Hon. Elihu M. Berle  
Judge of the Superior Court

**PROOF OF SERVICE**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28